

EXECUTED COUNTERPART NO. 2

6083

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SOO LINE RAILROAD
EQUIPMENT TRUST OF 1971

INTERSTATE COMMERCE COMMISSION

AGREEMENT

Dated as of April 1, 1971

J. W. SCANLAN and D. R. CADWALLADER

VENDORS,

FIRST NATIONAL BANK OF MINNEAPOLIS

TRUSTEE,

and

SOO LINE RAILROAD COMPANY

LEASE

Dated as of April 1, 1971

FIRST NATIONAL BANK OF MINNEAPOLIS

TRUSTEE,

to

SOO LINE RAILROAD COMPANY

For Issue of \$6,225,000 Equipment Trust Certificates

THIS AGREEMENT, dated as of April 1, 1971, by and among J. W. SCANLAN and D. R. CADWALLADER (hereinafter called the "Vendors"), of the first part.

FIRST NATIONAL BANK OF MINNEAPOLIS, a national banking association duly incorporated and existing under the laws of the United States of America (hereinafter called the "Trustee"), of the second part, and

SOO LINE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota (hereinafter called the "Company"), of the third part;

WITNESSETH:

WHEREAS, the Company desires to obtain additional equipment in order that traffic over its lines may be properly transported, and deems it expedient to make provision therefor through the medium of an equipment trust; and

WHEREAS, the Vendors have acquired, or will acquire, the equipment specifically described in the Lease from the Trustee to the Company annexed to this Agreement (hereinafter called the "Lease"), which equipment, together with the additional and substituted equipment provided for in this Agreement and in said Lease, is hereinafter called the "Trust Equipment"; and

WHEREAS, the title to said Trust Equipment is to be vested in the Trustee and is to be retained by the Trustee until transferred under the provisions of this Agreement and said Lease; and

WHEREAS, subscriptions have been or are being secured in the amount of Six Million Two Hundred Twenty-Five Thousand Dollars (\$6,225,000) aggregate par value of the Trust Certificates hereinafter mentioned, the net proceeds of such subscriptions, together with the cash, if any, necessary to be deposited by the Company, as hereinafter provided in Article I, Section 2, of this Agreement, constituting a fund of not less than Six Million Two Hundred Twenty-Five Thousand Dollars (\$6,225,000), to be known as "SOO LINE RAILROAD EQUIPMENT TRUST OF 1971," which said fund is to be furnished to the Vendors to be applied by them in part payment of the cost of said Trust Equipment; the remainder of such cost to be

discharged out of advance rentals to be paid by the Company under the terms of this Agreement and said Lease; and

WHEREAS, The Vendors desire to secure to the parties subscribing to said fund or their assigns the payment of the par value of the Trust Certificates in fifteen equal annual installments payable on the first day of April in each year, commencing with April 1, 1972, and ending with April 1, 1986, as hereinafter more particularly provided, with dividends at the rate of seven and one-half per centum (7½%) per annum, from April 1, 1971, payable semi-annually on the first day of October and April in each year, commencing October 1, 1971, and to evidence the rights of the subscribers to said fund by Trust Certificates in substantially the forms hereinafter set forth; and

WHEREAS, the Company represents that all things necessary to make the guaranty of the Company as endorsed upon the Trust Certificates, when the Trust Certificates are issued by the Trustee under this Agreement, the binding, valid and legal obligation of the company, as herein provided, and to make this Agreement and the Lease a valid, binding and legal agreement and lease, respectively, have been done and performed;

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

SECTION 1. The Vendors, as speedily as practicable, will acquire the Trust Equipment specifically described in the Lease, to which reference is hereby made, and will sell, assign, transfer and set over said Trust Equipment, or cause it to be assigned, transferred and set over, unto the Trustee, as trustee for the holders of the Trust Certificates hereinafter described, when and as the Trust Equipment or any part thereof is acquired.

If, as a result of strikes, material shortages, or other causes beyond their control, the Vendors are unable to acquire any unit or units of the Trust Equipment specifically described in the Lease, the Vendors may acquire in place of such unit or units of equipment

they are so unable to acquire, and substitute therefor under the Lease as and when acquired, other new standard-gauge railroad equipment, other than work or passenger equipment, of such classes or types and of such material and construction as may be approved by the Company. The total cost of such substituted equipment shall be not less than the estimated cost of the equipment in place of which it was acquired as set forth in the Lease. Such substituted equipment shall be subjected to the Lease by supplemental lease, and shall be deemed a part of the Trust Equipment for all purposes, including the payment of "deposited cash" in respect of the cost thereof, and the equipment in place of which such substituted equipment is acquired shall be eliminated from the Trust Equipment by said supplemental lease.

The Vendors will deliver or cause to be delivered the Trust Equipment, f. o. b. tracks of the Company at points to be specified from time to time by the Company, or at other points specified by the Company, to the person or persons designated by the Trustee as its agent or agents to receive such delivery, who may be any one or more of the officers or agents of the Company, and the certificate of any agent or agents so designated shall be conclusive evidence of such delivery.

In case of the death or inability to act of either of the Vendors, the other Vendor shall have and discharge all of the powers of the Vendors; in case of the death or inability to act of both of the Vendors, the Trustee shall receive and distribute or pay for the account of the original Vendors, to the parties entitled to receive the same from the original Vendors, all Trust Certificates issuable or "deposited cash" or other moneys payable to the original Vendors by the Trustee. Any action taken by either of the Vendors shall have the same force and effect as if taken by both of them.

The Vendors shall incur no liability hereunder, or under any bill of sale, warranty or guaranty executed by them as herein provided, for anything other than their own wilful default, misconduct or negligence. The Vendors shall be entitled to the advice of counsel (who may be counsel for the Company) and shall be protected by the advice of such counsel in anything done or omitted to be done by them in accordance with such advice.

The Trustee and the Company, simultaneously with the execution of this Agreement, have executed and delivered the Lease of the Trust Equipment in the form annexed hereto, and the Trustee, pursuant to the terms of the Lease, shall deliver or cause to be delivered to the Company the Trust Equipment when received by the Trustee.

SECTION 2. The Vendors shall deposit or cause to be deposited with the Trustee, in cash, the net proceeds of the sale of the Trust Certificates issuable as hereinafter provided, and at the same time the Company shall deposit with the Trustee, in discharge *protanto* of advance rental payable by the Company to the Trustee under the Lease, such additional amount in cash as may be necessary, if any, to make the total sum deposited equal to Six Million Two Hundred Twenty-Five Thousand Dollars (\$6,225,000). Thereupon without waiting for the recording, registration or filing of this Agreement or of the Lease or any other instrument respecting the Trust Equipment, the Trustee shall issue and deliver, to or upon the written order of the Vendors, Trust Certificates to be designated "Soo Line Railroad Equipment Trust of 1971 Serial Equipment Trust Certificates," substantially in the form set forth in Article II of this Agreement, of the aggregate par value of Six Million Two Hundred Twenty-Five Thousand Dollars (\$6,225,000), and in such amounts as may be designated in such order. For the purpose of this Agreement and the Lease, the terms "net proceeds" and "deposited cash" shall not be construed to include any premium or accrued dividends collected or received upon the sale of the Trust Certificates, but the amount of any such premium and such accrued dividends shall, nevertheless, be deposited with the Trustee and shall be applied by it on account of the first and next succeeding installments of rental payable under subparagraph (3) of subdivision B of Article First of the Lease.

SECTION 3. Any money at any time paid to or held by the Trustee hereunder or under the Lease shall be held by the Trustee in trust for the benefit of holders of the Trust Certificates, until paid out by the Trustee as herein or therein provided, and may be carried by the Trustee on deposit with itself, without liability for interest thereon save as may be agreed upon between it and the Company and need not be segregated in a separate account. Any interest al-

lowed by the Trustee upon any such moneys shall be paid from time to time to or upon the order of the Company by the Trustee so long as the Company shall not be known by the Trustee to be in default hereunder or under the Lease.

SECTION 4. From time to time, when and as any of the Trust Equipment shall be delivered to the Trustee, the Trustee shall, subject to the provisions of Section 5 of this Article, pay to the Vendors, or upon their written order, out of and to the extent of the "deposited cash," an amount not exceeding (a) eighty per centum (80%) of the estimated cost as set forth in the Lease (or, as to any substituted or additional equipment, as set forth in any supplemental lease) of the Trust Equipment so delivered, or (b) eighty per centum (80%) of the cost thereof as specified in the certificate or certificates delivered pursuant to Section 5(d) of this Article if such cost be less than such estimated cost.

The term "deposited cash" when used in this Agreement shall mean only the cash deposited with the Trustee as in Section 2 of this Article provided and bonds or other obligations of the United States purchased by the use of such cash pursuant to the provisions of the first paragraph of Section 6 of this Article, or the proceeds of the sale of such bonds or other obligations together with any deficit deposit provided for in the first and second paragraphs of said Section 6 of this Article.

The Company covenants that, contemporaneously with each such payment by the Trustee, the Company will pay to the Trustee, as advance rental provided in the Lease, amounts equal to the remainder of the cost of the equipment delivered, being not less than twenty per centum (20%) of the said cost. Thereupon the Trustee shall pay to the Vendors or upon their written order, by the use of such advance rental, the portion of the cost of the delivered Trust Equipment not discharged by the payment above described out of the "deposited cash."

SECTION 5. The Trustee shall not pay out any "deposited cash" against the delivery of any of the Trust Equipment unless and until it shall have received:

(FORM OF BEARER TRUST CERTIFICATE)

\$1,000

No.

SOO LINE RAILROAD

EQUIPMENT TRUST OF 1971
SERIAL EQUIPMENT TRUST CERTIFICATE

Total Issue \$6,225,000

DIVIDENDS AT THE RATE OF SEVEN AND ONE-HALF
PER CENTUM (7½%) PER ANNUM.

PAYABLE OCTOBER 1 AND APRIL 1

FIRST NATIONAL BANK OF MINNEAPOLIS.
TRUSTEE

Par Value payable April 1, 19_____

FIRST NATIONAL BANK OF MINNEAPOLIS, Trustee under Agreement dated as of April 1, 1971, by and among J. W. SCANLAN and D. R. CADWALLADER, Vendors, of the first part, FIRST NATIONAL BANK OF MINNEAPOLIS, of the second part, and SOO LINE RAILROAD COMPANY, of the third part, hereby certifies that the bearer, or if this certificate be registered as to par value, the registered holder hereof, is entitled to an interest of the par value of One Thousand Dollars (\$1,000) in Soo Line Railroad Equipment Trust of 1971, payable on the due date stated above upon surrender of this certificate to the undersigned at its corporate trust office in the City of Minneapolis, State of Minnesota, or at the agency of the Trustee in the Borough of Manhattan, in the City and State of New York, and to payment of dividends on said par value at the rate of seven and one-half per centum (7½%) per annum from April 1, 1971, until the par value represented by this certificate shall

cates shall cease to be such officers of the Trustee before the Trust Certificates so signed and sealed shall have been issued and delivered by the Trustee such Trust Certificates shall be as effective and binding and shall be issued and delivered as though the persons who signed and sealed such Trust Certificates had not ceased to be such officers of the Trustee. The dividend warrants to be attached to the bearer Trust Certificates shall bear the facsimile signature of a Vice President of the Trustee; any such facsimile signature shall be effective and binding notwithstanding the fact that such Vice President shall have ceased to be such officer at the time when any such Trust Certificate shall be issued and delivered as herein provided. Before the Trustee shall execute and deliver any Trust Certificate, the guaranty of the Company shall be duly executed thereon as hereinafter provided, and before the Trustee shall execute and deliver any bearer Trust Certificate, it shall also detach and cancel all matured dividend warrants thereto appertaining.

SECTION 4. Temporary Trust Certificates may be printed, and all definitive Trust Certificates shall be lithographed, lithographically printed or engraved. At any time prior to the issue of definitive Trust Certificates the Trustee shall, upon request of the Company, issue and deliver, in lieu of definitive Trust Certificates, temporary Trust Certificates in any denomination or denominations specified in such request. Such temporary Trust Certificates shall be substantially of the tenor of the definitive Trust Certificates in lieu of which they are issued and may be issued with or without dividend warrants and with such insertions, omissions, substitutions and variations as may be appropriate.

Temporary Trust Certificates shall be exchangeable without charge to the holder for the definitive Trust Certificates in lieu of which they are issued, and upon surrender and cancellation of any of such temporary Trust Certificates the Trustee shall issue and deliver in exchange therefor definitive Trust Certificates of the same maturity and for the same aggregate par value. Until so exchanged, the holders of the temporary Trust Certificates shall be entitled to the same rights hereunder as if the temporary Trust Certificates had been so exchanged.

SECTION 5. The bearer Trust Certificates shall be in the denomination of \$1,000 each; shall be negotiable and transferable by delivery unless registered as to par value, in the manner hereinafter provided; and shall be dated as of April 1, 1971.

The fully registered Trust Certificates shall be in the denominations of \$1,000 or any multiple thereof; shall be registered as to both par value and dividends, in the name of the holder; shall be transferable upon presentation and surrender thereof for transfer at the corporate trust office of the Trustee, in the City of Minneapolis, State of Minnesota, accompanied by appropriate instruments of assignment and transfer, duly executed by the registered holder of the surrendered Trust Certificate or Certificates or by duly authorized attorney, in form satisfactory to the Trustee; and shall be dated as of April 1, 1971, or the dividend payment date to which dividends shall have been paid next preceding or coinciding with the date of issue, whichever is later, and shall bear dividends from the date thereof.

Fully registered Trust Certificates may be exchanged for a like aggregate par value of bearer Trust Certificates of the same maturity having all unmatured dividend warrants attached, or for a like aggregate par value of fully registered Trust Certificates of the same maturity of other authorized denominations, and bearer Trust Certificates may be exchanged for a like aggregate par value of fully registered Trust Certificates of the same maturity of authorized denominations. The Trust Certificates to be exchanged shall be surrendered at said office of the Trustee in the City of Minneapolis, State of Minnesota. All bearer Trust Certificates surrendered for exchange shall have attached all unmatured dividend warrants appertaining thereto, and, in case at the time of any such exchange dividends on the Trust Certificates are in default, they shall in addition have attached all matured dividend warrants in default appertaining thereto.

Any of the bearer Trust Certificates may be registered as to the par value thereof in the name of the holder at said office of the Trustee in the City of Minneapolis, State of Minnesota, and such registration shall be noted on the Trust Certificate by the Trustee. Thereafter no transfer thereof shall be valid unless made at said office by the registered holder thereof in person, or by his duly author-

any Trust Certificate or the holder of any dividend warrant, nor any delay or indulgence granted to the Company by the Trustee or any such holder, shall affect the obligations of the Company under this Agreement or under the Lease or under its guaranty.

The Trustee may at any time, upon notice in writing to the Company, apply to any court of competent jurisdiction for instructions as to the application and distribution of any funds or property held by it.

ARTICLE V

SECTION 1. The Trustee hereby accepts the trusts imposed upon it by this Agreement and the Lease, and covenants and agrees to perform the same as herein and therein expressed

SECTION 2. The Trustee covenants and agrees to apply and distribute the rentals received by it under subdivision B of Article First of the Lease, when and as the same shall be received, for the following purposes and in the following order, to-wit:

(a) To the payment of the necessary and reasonable expenses of the trust, including compensation, expenses and liabilities provided for in this Agreement, and all expenses connected with the Trust Equipment and the Lease thereof, including the purposes referred to in subparagraph (1) of subdivision B of Article First of the Lease;

(b) To the payment of any and all taxes, assessments and other governmental charges assessed or levied upon the income or property of the trust, or this Agreement and the Lease, which the Trustee as such may be required to pay, but excluding any taxes, assessments and governmental charges which the Company or the Trustee may be required to pay or retain from the par value of the Trust Certificates or from the dividends payable thereon under any present or future law of the United States, or any state, city, county, municipality or other taxing authority therein;

(c) To the payment of the dividends payable on the Trust Certificates when and as such dividends shall become payable subject to the provisions of Section 1 of Article IV hereof;

(d) To the payment of the par value of the Trust Certificates outstanding when and as the same shall become payable according to the terms thereof or hereof, subject to the provisions of Section 1 of Article IV hereof; and

(e) To the payment of interest, to the extent permitted by law, at the dividend rate upon any due and unpaid dividends on the Trust Certificates and upon any due and unpaid amounts of par value of Trust Certificates.

Nothing herein or in the Trust Certificates or the Lease contained shall be deemed to impose on the Trustee or on the Company any obligation to pay to the bearer or registered holder of any Trust Certificate or to the bearer of any dividend warrant any amount required by any law of the United States of America or of any State or subdivision thereof or of any Territory or of the District of Columbia to be withheld from the amount payable to the holder of any Trust Certificate or dividend warrant.

SECTION 3. The Trustee shall maintain a corporate trust office in the City of Minneapolis, State of Minnesota, where Trust Certificates and dividend warrants may be presented for payment and where books for the registration, exchange and transfer of the Trust Certificates will be kept; and upon presentation for any such purpose the Trustee will register, exchange or transfer, or cause to be registered, exchanged or transferred, as the case may be, as hereinbefore provided, and under such reasonable regulations as it may prescribe, any of the Trust Certificates. The Trustee shall also maintain an agency in the Borough of Manhattan, in the City and State of New York, where the Trust Certificates and dividend warrants may be presented for payment.

SECTION 4. The Trustee shall not be required to undertake any act or duty in the way of taking care of or taking possession of the Trust Equipment or to undertake any other act or duty under this Agreement or the Lease until indemnified to its satisfaction by the Company or by one or more holders of the Trust Certificates against all liability and expenses. No duty of insurance or of repair or protection of any of the Trust Equipment is incumbent upon the Trustee,

(FORM OF BEARER TRUST CERTIFICATE)

\$1,000

No.

SOO LINE RAILROAD

EQUIPMENT TRUST OF 1971
SERIAL EQUIPMENT TRUST CERTIFICATE

Total Issue \$6,225,000

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TRUSTEE

Par Value payable April 1, 19_____

FIRST NATIONAL BANK OF MINNEAPOLIS, Trustee under Agreement dated as of April 1, 1971, by and among J. W. SCANLAN and D. R. CADWALLADER, Vendors, of the first part, FIRST NATIONAL BANK OF MINNEAPOLIS, of the second part, and SOO LINE RAILROAD COMPANY, of the third part, hereby certifies that the bearer, or if this certificate be registered as to par value, the registered holder hereof, is entitled to an interest of the par value of One Thousand Dollars (\$1,000) in Soo Line Railroad Equipment Trust of 1971, payable on the due date stated above upon surrender of this certificate to the undersigned at its corporate trust office in the City of Minneapolis, State of Minnesota, or at the agency of the Trustee in the Borough of Manhattan, in the City and State of New York, and to payment of dividends on said par value at the rate of seven and one-half per centum (7½%) per annum from April 1, 1971, until the par value represented by this certificate shall

cates shall cease to be such officers of the Trustee before the Trust Certificates so signed and sealed shall have been issued and delivered by the Trustee such Trust Certificates shall be as effective and binding and shall be issued and delivered as though the persons who signed and sealed such Trust Certificates had not ceased to be such officers of the Trustee. The dividend warrants to be attached to the bearer Trust Certificates shall bear the facsimile signature of a Vice President of the Trustee; any such facsimile signature shall be effective and binding notwithstanding the fact that such Vice President shall have ceased to be such officer at the time when any such Trust Certificate shall be issued and delivered as herein provided. Before the Trustee shall execute and deliver any Trust Certificate, the guaranty of the Company shall be duly executed thereon as hereinafter provided, and before the Trustee shall execute and deliver any bearer Trust Certificate, it shall also detach and cancel all matured dividend warrants thereto appertaining.

SECTION 4. Temporary Trust Certificates may be printed, and all definitive Trust Certificates shall be lithographed, lithographically printed or engraved. At any time prior to the issue of definitive Trust Certificates the Trustee shall, upon request of the Company, issue and deliver, in lieu of definitive Trust Certificates, temporary Trust Certificates in any denomination or denominations specified in such request. Such temporary Trust Certificates shall be substantially of the tenor of the definitive Trust Certificates in lieu of which they are issued and may be issued with or without dividend warrants and with such insertions, omissions, substitutions and variations as may be appropriate.

Temporary Trust Certificates shall be exchangeable without charge to the holder for the definitive Trust Certificates in lieu of which they are issued, and upon surrender and cancellation of any of such temporary Trust Certificates the Trustee shall issue and deliver in exchange therefor definitive Trust Certificates of the same maturity and for the same aggregate par value. Until so exchanged, the holders of the temporary Trust Certificates shall be entitled to the same rights hereunder as if the temporary Trust Certificates had been so exchanged.

SECTION 5. The bearer Trust Certificates shall be in the denomination of \$1,000 each; shall be negotiable and transferable by delivery unless registered as to par value, in the manner hereinafter provided; and shall be dated as of April 1, 1971.

The fully registered Trust Certificates shall be in the denominations of \$1,000 or any multiple thereof; shall be registered as to both par value and dividends, in the name of the holder; shall be transferable upon presentation and surrender thereof for transfer at the corporate trust office of the Trustee, in the City of Minneapolis, State of Minnesota, accompanied by appropriate instruments of assignment and transfer, duly executed by the registered holder of the surrendered Trust Certificate or Certificates or by duly authorized attorney, in form satisfactory to the Trustee; and shall be dated as of April 1, 1971, or the dividend payment date to which dividends shall have been paid next preceding or coinciding with the date of issue, whichever is later, and shall bear dividends from the date thereof.

Fully registered Trust Certificates may be exchanged for a like aggregate par value of bearer Trust Certificates of the same maturity having all unmatured dividend warrants attached, or for a like aggregate par value of fully registered Trust Certificates of the same maturity of other authorized denominations, and bearer Trust Certificates may be exchanged for a like aggregate par value of fully registered Trust Certificates of the same maturity of authorized denominations. The Trust Certificates to be exchanged shall be surrendered at said office of the Trustee in the City of Minneapolis, State of Minnesota. All bearer Trust Certificates surrendered for exchange shall have attached all unmatured dividend warrants appertaining thereto, and, in case at the time of any such exchange dividends on the Trust Certificates are in default, they shall in addition have attached all matured dividend warrants in default appertaining thereto.

Any of the bearer Trust Certificates may be registered as to the par value thereof in the name of the holder at said office of the Trustee in the City of Minneapolis, State of Minnesota, and such registration shall be noted on the Trust Certificate by the Trustee. Thereafter no transfer thereof shall be valid unless made at said office by the registered holder thereof in person, or by his duly author-

any Trust Certificate or the holder of any dividend warrant, nor any delay or indulgence granted to the Company by the Trustee or any such holder, shall affect the obligations of the Company under this Agreement or under the Lease or under its guaranty.

The Trustee may at any time, upon notice in writing to the Company, apply to any court of competent jurisdiction for instructions as to the application and distribution of any funds or property held by it.

ARTICLE V

SECTION 1. The Trustee hereby accepts the trusts imposed upon it by this Agreement and the Lease, and covenants and agrees to perform the same as herein and therein expressed

SECTION 2. The Trustee covenants and agrees to apply and distribute the rentals received by it under subdivision B of Article First of the Lease, when and as the same shall be received, for the following purposes and in the following order, to-wit:

(a) To the payment of the necessary and reasonable expenses of the trust, including compensation, expenses and liabilities provided for in this Agreement, and all expenses connected with the Trust Equipment and the Lease thereof, including the purposes referred to in subparagraph (1) of subdivision B of Article First of the Lease;

(b) To the payment of any and all taxes, assessments and other governmental charges assessed or levied upon the income or property of the trust, or this Agreement and the Lease, which the Trustee as such may be required to pay, but excluding any taxes, assessments and governmental charges which the Company or the Trustee may be required to pay or retain from the par value of the Trust Certificates or from the dividends payable thereon under any present or future law of the United States, or any state, city, county, municipality or other taxing authority therein;

(c) To the payment of the dividends payable on the Trust Certificates when and as such dividends shall become payable subject to the provisions of Section 1 of Article IV hereof;

(d) To the payment of the par value of the Trust Certificates outstanding when and as the same shall become payable according to the terms thereof or hereof, subject to the provisions of Section 1 of Article IV hereof; and

(e) To the payment of interest, to the extent permitted by law, at the dividend rate upon any due and unpaid dividends on the Trust Certificates and upon any due and unpaid amounts of par value of Trust Certificates.

Nothing herein or in the Trust Certificates or the Lease contained shall be deemed to impose on the Trustee or on the Company any obligation to pay to the bearer or registered holder of any Trust Certificate or to the bearer of any dividend warrant any amount required by any law of the United States of America or of any State or subdivision thereof or of any Territory or of the District of Columbia to be withheld from the amount payable to the holder of any Trust Certificate or dividend warrant.

SECTION 3. The Trustee shall maintain a corporate trust office in the City of Minneapolis, State of Minnesota, where Trust Certificates and dividend warrants may be presented for payment and where books for the registration, exchange and transfer of the Trust Certificates will be kept; and upon presentation for any such purpose the Trustee will register, exchange or transfer, or cause to be registered, exchanged or transferred, as the case may be, as hereinbefore provided, and under such reasonable regulations as it may prescribe, any of the Trust Certificates. The Trustee shall also maintain an agency in the Borough of Manhattan, in the City and State of New York, where the Trust Certificates and dividend warrants may be presented for payment.

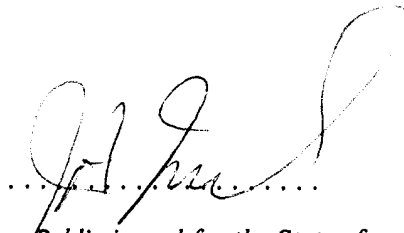
SECTION 4. The Trustee shall not be required to undertake any act or duty in the way of taking care of or taking possession of the Trust Equipment or to undertake any other act or duty under this Agreement or the Lease until indemnified to its satisfaction by the Company or by one or more holders of the Trust Certificates against all liability and expenses. No duty of insurance or of repair or protection of any of the Trust Equipment is incumbent upon the Trustee,

STATE OF MINNESOTA, { ss.
COUNTY OF HENNEPIN. }

I, . . . **J. A. QUALE** . . . , a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements, and hereditaments in said County, DO HEREBY CERTIFY that on the 2nd day of April . . . , 1971, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within J. W. SCANLAN and D. R. CADWALLADER, to me personally known and known to me to be the individuals described in and the identical persons who subscribed their names to and who executed the within and foregoing instrument in writing in my presence as parties of the first part thereto and in the presence of the two witnesses whose names are thereunto subscribed as such, and said J. W. SCANLAN and D. R. CADWALLADER severally duly acknowledged to me in the presence of said witnesses that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed for the consideration, objects, uses and purposes therein stated and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Hennepin, State of Minnesota, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)



*Notary Public in and for the State of
Minnesota, County of Hennepin.*

My Commission expires

J. A. QUALE, Minneapolis, Minn.
Notary Public, Hennepin County, Minn.
My Commission Expires Jan. 20, 1976.

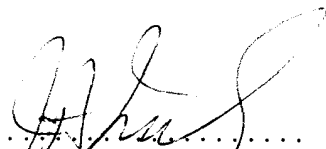
STATE OF MINNESOTA, }
COUNTY OF HENNEPIN. } ss.

I, **J. A. QUALE**, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 24th day of April, 1971, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named **F. B. KRAUSE** and **K. L. GRAVE**, each to me personally known and known to me to be, respectively, a Vice-President and a Trust Officer of First National Bank of Minneapolis, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Trust Officer, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said **F. B. KRAUSE** and **K. L. GRAVE**, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said **F. B. KRAUSE** resides in MINNEAPOLIS in the State of Minnesota, and that said **K. L. GRAVE** resides in SPRING in the State of Minnesota, that said **F. B. KRAUSE** is a Vice-President and said **K. L. GRAVE** is a Trust Officer of First National Bank of Minneapolis, the corporation described in and which executed the within and foregoing instrument in writing; that they, said **F. B. KRAUSE** Vice-President and **K. L. GRAVE** Trust Officer, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as Vice-President and Trust Officer in behalf of said corporation by like

order and authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Hennepin, State of Minnesota, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)



*Notary Public in and for the State of
 Minnesota, Country of Hennepin.*
My Commission expires.
J. A. QUALE, Minneapolis, Minn.
Notary Public, Hennepin County, Minn.
My Commission Expires Jan. 20, 1978.

cates shall cease to be such officers of the Trustee before the Trust Certificates so signed and sealed shall have been issued and delivered by the Trustee such Trust Certificates shall be as effective and binding and shall be issued and delivered as though the persons who signed and sealed such Trust Certificates had not ceased to be such officers of the Trustee. The dividend warrants to be attached to the bearer Trust Certificates shall bear the facsimile signature of a Vice President of the Trustee; any such facsimile signature shall be effective and binding notwithstanding the fact that such Vice President shall have ceased to be such officer at the time when any such Trust Certificate shall be issued and delivered as herein provided. Before the Trustee shall execute and deliver any Trust Certificate, the guaranty of the Company shall be duly executed thereon as hereinafter provided, and before the Trustee shall execute and deliver any bearer Trust Certificate, it shall also detach and cancel all matured dividend warrants thereto appertaining.

SECTION 4. Temporary Trust Certificates may be printed, and all definitive Trust Certificates shall be lithographed, lithographically printed or engraved. At any time prior to the issue of definitive Trust Certificates the Trustee shall, upon request of the Company, issue and deliver, in lieu of definitive Trust Certificates, temporary Trust Certificates in any denomination or denominations specified in such request. Such temporary Trust Certificates shall be substantially of the tenor of the definitive Trust Certificates in lieu of which they are issued and may be issued with or without dividend warrants and with such insertions, omissions, substitutions and variations as may be appropriate.

Temporary Trust Certificates shall be exchangeable without charge to the holder for the definitive Trust Certificates in lieu of which they are issued, and upon surrender and cancellation of any of such temporary Trust Certificates the Trustee shall issue and deliver in exchange therefor definitive Trust Certificates of the same maturity and for the same aggregate par value. Until so exchanged, the holders of the temporary Trust Certificates shall be entitled to the same rights hereunder as if the temporary Trust Certificates had been so exchanged.

SECTION 5. The bearer Trust Certificates shall be in the denomination of \$1,000 each; shall be negotiable and transferable by delivery unless registered as to par value, in the manner hereinafter provided; and shall be dated as of April 1, 1971.

The fully registered Trust Certificates shall be in the denominations of \$1,000 or any multiple thereof; shall be registered as to both par value and dividends, in the name of the holder; shall be transferable upon presentation and surrender thereof for transfer at the corporate trust office of the Trustee, in the City of Minneapolis, State of Minnesota, accompanied by appropriate instruments of assignment and transfer, duly executed by the registered holder of the surrendered Trust Certificate or Certificates or by duly authorized attorney, in form satisfactory to the Trustee; and shall be dated as of April 1, 1971, or the dividend payment date to which dividends shall have been paid next preceding or coinciding with the date of issue, whichever is later, and shall bear dividends from the date thereof.

Fully registered Trust Certificates may be exchanged for a like aggregate par value of bearer Trust Certificates of the same maturity having all unmatured dividend warrants attached, or for a like aggregate par value of fully registered Trust Certificates of the same maturity of other authorized denominations, and bearer Trust Certificates may be exchanged for a like aggregate par value of fully registered Trust Certificates of the same maturity of authorized denominations. The Trust Certificates to be exchanged shall be surrendered at said office of the Trustee in the City of Minneapolis, State of Minnesota. All bearer Trust Certificates surrendered for exchange shall have attached all unmatured dividend warrants appertaining thereto, and, in case at the time of any such exchange dividends on the Trust Certificates are in default, they shall in addition have attached all matured dividend warrants in default appertaining thereto.

Any of the bearer Trust Certificates may be registered as to the par value thereof in the name of the holder at said office of the Trustee in the City of Minneapolis, State of Minnesota, and such registration shall be noted on the Trust Certificate by the Trustee. Thereafter no transfer thereof shall be valid unless made at said office by the registered holder thereof in person, or by his duly author-

any Trust Certificate or the holder of any dividend warrant, nor any delay or indulgence granted to the Company by the Trustee or any such holder, shall affect the obligations of the Company under this Agreement or under the Lease or under its guaranty.

The Trustee may at any time, upon notice in writing to the Company, apply to any court of competent jurisdiction for instructions as to the application and distribution of any funds or property held by it.

ARTICLE V

SECTION 1. The Trustee hereby accepts the trusts imposed upon it by this Agreement and the Lease, and covenants and agrees to perform the same as herein and therein expressed

SECTION 2. The Trustee covenants and agrees to apply and distribute the rentals received by it under subdivision B of Article First of the Lease, when and as the same shall be received, for the following purposes and in the following order, to-wit:

(a) To the payment of the necessary and reasonable expenses of the trust, including compensation, expenses and liabilities provided for in this Agreement, and all expenses connected with the Trust Equipment and the Lease thereof, including the purposes referred to in subparagraph (1) of subdivision B of Article First of the Lease;

(b) To the payment of any and all taxes, assessments and other governmental charges assessed or levied upon the income or property of the trust, or this Agreement and the Lease, which the Trustee as such may be required to pay, but excluding any taxes, assessments and governmental charges which the Company or the Trustee may be required to pay or retain from the par value of the Trust Certificates or from the dividends payable thereon under any present or future law of the United States, or any state, city, county, municipality or other taxing authority therein;

(c) To the payment of the dividends payable on the Trust Certificates when and as such dividends shall become payable subject to the provisions of Section 1 of Article IV hereof;

(d) To the payment of the par value of the Trust Certificates outstanding when and as the same shall become payable according to the terms thereof or hereof, subject to the provisions of Section 1 of Article IV hereof; and

(e) To the payment of interest, to the extent permitted by law, at the dividend rate upon any due and unpaid dividends on the Trust Certificates and upon any due and unpaid amounts of par value of Trust Certificates.

Nothing herein or in the Trust Certificates or the Lease contained shall be deemed to impose on the Trustee or on the Company any obligation to pay to the bearer or registered holder of any Trust Certificate or to the bearer of any dividend warrant any amount required by any law of the United States of America or of any State or subdivision thereof or of any Territory or of the District of Columbia to be withheld from the amount payable to the holder of any Trust Certificate or dividend warrant.

SECTION 3. The Trustee shall maintain a corporate trust office in the City of Minneapolis, State of Minnesota, where Trust Certificates and dividend warrants may be presented for payment and where books for the registration, exchange and transfer of the Trust Certificates will be kept; and upon presentation for any such purpose the Trustee will register, exchange or transfer, or cause to be registered, exchanged or transferred, as the case may be, as hereinbefore provided, and under such reasonable regulations as it may prescribe, any of the Trust Certificates. The Trustee shall also maintain an agency in the Borough of Manhattan, in the City and State of New York, where the Trust Certificates and dividend warrants may be presented for payment.

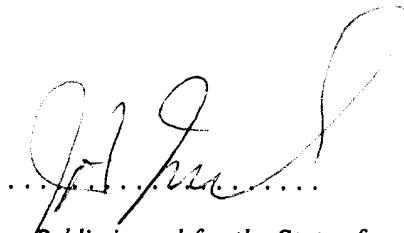
SECTION 4. The Trustee shall not be required to undertake any act or duty in the way of taking care of or taking possession of the Trust Equipment or to undertake any other act or duty under this Agreement or the Lease until indemnified to its satisfaction by the Company or by one or more holders of the Trust Certificates against all liability and expenses. No duty of insurance or of repair or protection of any of the Trust Equipment is incumbent upon the Trustee,

STATE OF MINNESOTA, { ss.
COUNTY OF HENNEPIN. }

I, . . . **J. A. QUALE** . . . , a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements, and hereditaments in said County, DO HEREBY CERTIFY that on the 2nd day of April . . . , 1971, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within J. W. SCANLAN and D. R. CADWALLADER, to me personally known and known to me to be the individuals described in and the identical persons who subscribed their names to and who executed the within and foregoing instrument in writing in my presence as parties of the first part thereto and in the presence of the two witnesses whose names are thereunto subscribed as such, and said J. W. SCANLAN and D. R. CADWALLADER severally duly acknowledged to me in the presence of said witnesses that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed for the consideration, objects, uses and purposes therein stated and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Hennepin, State of Minnesota, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)



*Notary Public in and for the State of
Minnesota, County of Hennepin.*

My Commission expires

J. A. QUALE, Minneapolis, Minn.
Notary Public, Hennepin County, Minn.
My Commission Expires Jan. 20, 1976.

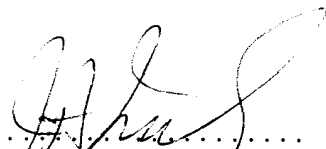
STATE OF MINNESOTA, }
COUNTY OF HENNEPIN. } ss.

I, **J. A. QUALE**, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 24th day of April, 1971, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named **F. B. KRAUSE** and **K. L. GRAVE**, each to me personally known and known to me to be, respectively, a Vice-President and a Trust Officer of First National Bank of Minneapolis, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Trust Officer, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said **F. B. KRAUSE** and **K. L. GRAVE**, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said **F. B. KRAUSE** resides in MINNEAPOLIS in the State of Minnesota, and that said **K. L. GRAVE** resides in SPRING in the State of Minnesota, that said **F. B. KRAUSE** is a Vice-President and said **K. L. GRAVE** is a Trust Officer of First National Bank of Minneapolis, the corporation described in and which executed the within and foregoing instrument in writing; that they, said **F. B. KRAUSE** Vice-President and **K. L. GRAVE** Trust Officer, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as Vice-President and Trust Officer in behalf of said corporation by like

order and authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Hennepin, State of Minnesota, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)



*Notary Public in and for the State of
 Minnesota, Country of Hennepin.*
My Commission expires.
J. A. QUALE, Minneapolis, Minn.
Notary Public, Hennepin County, Minn.
My Commission Expires Jan. 20, 1978.

STATE OF MINNESOTA, }
COUNTY OF HENNEPIN, } ss.

I, **Edwin G. Watts**, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on this ~~1st~~ day of **April**, 1971, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named **Leonard H. Murray** and **Thomas M. Beckley**, each to me personally known and known to me to be respectively President and the Secretary of Soo Line Railroad Company, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such President and Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said **Leonard H. Murray** and **Thomas M. Beckley**, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said **Leonard H. Murray** resides in **Edina** in the State of Minnesota, and that said **Thomas M. Beckley** resides in **Minneapolis**, in the State of Minnesota; that said **Leonard H. Murray** is President and said **Thomas M. Beckley** is the Secretary of Soo Line Railroad Company, the corporation described in and which executed the within and foregoing instrument in writing; that they, said **Leonard H. Murray**, President, and **Thomas M. Beckley**, Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as

the trust in such form as the Company shall reasonably request, and the Company shall execute all such writings recognizing the transfer of title as aforesaid and all such instruments of further assurance or otherwise as may be reasonably requested by the successor Trustee or substituted successor Trustee in the premises, and shall do and perform any and all acts necessary to establish and maintain the title and rights of the successor Trustee or substituted successor Trustee in and to the Trust Equipment. Every successor Trustee or substituted successor Trustee shall be a bank or a trust company having corporate power to act as trustee hereunder organized under the laws of the United States of America or the State of Minnesota, doing business in the City of Minneapolis, State of Minnesota, and having a capital and surplus aggregating at least Five Million Dollars (\$5,000,000), if there be such bank or trust company willing and able to accept the trust upon reasonable and customary terms.

Any corporation resulting from any merger or consolidation to which the Trustee or its corporate successor shall be a party, or any corporation shown to the satisfaction of the Company to have succeeded in any manner to the business of the Trustee as a whole or substantially as a whole, provided in either event such corporation shall be one having corporate power to act as trustee hereunder organized under the laws of the United States of America or the State of Minnesota, doing business in the City of Minneapolis, State of Minnesota, and having a capital and surplus aggregating at least Five Million Dollars (\$5,000,000), shall be the successor Trustee under this Agreement and the Lease without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

All of the provisions of this Section relating to retirement of the Trustee, appointment of a successor Trustee by the Company, by the Trustee, or by the holders of Trust Certificates, and succession (whether by appointment or otherwise) and qualification of a successor Trustee, shall apply to any future Trustee in like manner as to the party of the second part.

ARTICLE VI

No recourse under any obligation, covenant or provision of this

Agreement or of the Lease, or of the guaranty of the Company respecting any Trust Certificate or dividend warrant issued hereunder, shall be had against any stockholder, officer or director of the Company, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement, the Lease and said guaranty are solely corporate obligations, and that no personal liability whatever shall attach to or be incurred by the stockholders, officers or directors of the Company, or any of them, under or by reason of any of the obligations, covenants or agreements contained in this Agreement or in the Lease or in the guaranty of the Company respecting any of the Trust Certificates or dividend warrants issued hereunder, or implied therefrom or from any present or future law relative thereto, and that any and all personal liability, either at common law or in equity, or by statute or constitution, of every such stockholder, officer or director is hereby expressly waived as a condition of and consideration for the execution of this Agreement and of the Lease and the issue of such Trust Certificates and dividend warrants.

ARTICLE VII

Any request or other instrument provided by this Agreement or the Lease to be signed or executed by holders of Trust Certificates may be in any number of concurrent instruments of similar tenor, and may be executed by such holders in person, or by an agent or attorney appointed by an instrument in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such agent or attorney, or of the holding by any person of Trust Certificates, shall be sufficient for any purpose of this Agreement or the Lease and shall be conclusive in favor of the Trustee with regard to any action taken by the Trustee under such request or other instrument, and may be relied upon by the Trustee for any purpose of this Agreement or the Lease, if made in the following manner:

- (a) The fact and date of the execution by any person of any such request or of any other instrument in writing may be proved
 - (i) by the certificate of any notary public or of any other officer

any Trust Certificate or the holder of any dividend warrant, nor any delay or indulgence granted to the Company by the Trustee or any such holder, shall affect the obligations of the Company under this Agreement or under the Lease or under its guaranty.

The Trustee may at any time, upon notice in writing to the Company, apply to any court of competent jurisdiction for instructions as to the application and distribution of any funds or property held by it.

ARTICLE V

SECTION 1. The Trustee hereby accepts the trusts imposed upon it by this Agreement and the Lease, and covenants and agrees to perform the same as herein and therein expressed

SECTION 2. The Trustee covenants and agrees to apply and distribute the rentals received by it under subdivision B of Article First of the Lease, when and as the same shall be received, for the following purposes and in the following order, to-wit:

(a) To the payment of the necessary and reasonable expenses of the trust, including compensation, expenses and liabilities provided for in this Agreement, and all expenses connected with the Trust Equipment and the Lease thereof, including the purposes referred to in subparagraph (1) of subdivision B of Article First of the Lease;

(b) To the payment of any and all taxes, assessments and other governmental charges assessed or levied upon the income or property of the trust, or this Agreement and the Lease, which the Trustee as such may be required to pay, but excluding any taxes, assessments and governmental charges which the Company or the Trustee may be required to pay or retain from the par value of the Trust Certificates or from the dividends payable thereon under any present or future law of the United States, or any state, city, county, municipality or other taxing authority therein;

(c) To the payment of the dividends payable on the Trust Certificates when and as such dividends shall become payable subject to the provisions of Section 1 of Article IV hereof;

(d) To the payment of the par value of the Trust Certificates outstanding when and as the same shall become payable according to the terms thereof or hereof, subject to the provisions of Section 1 of Article IV hereof; and

(e) To the payment of interest, to the extent permitted by law, at the dividend rate upon any due and unpaid dividends on the Trust Certificates and upon any due and unpaid amounts of par value of Trust Certificates.

Nothing herein or in the Trust Certificates or the Lease contained shall be deemed to impose on the Trustee or on the Company any obligation to pay to the bearer or registered holder of any Trust Certificate or to the bearer of any dividend warrant any amount required by any law of the United States of America or of any State or subdivision thereof or of any Territory or of the District of Columbia to be withheld from the amount payable to the holder of any Trust Certificate or dividend warrant.

SECTION 3. The Trustee shall maintain a corporate trust office in the City of Minneapolis, State of Minnesota, where Trust Certificates and dividend warrants may be presented for payment and where books for the registration, exchange and transfer of the Trust Certificates will be kept; and upon presentation for any such purpose the Trustee will register, exchange or transfer, or cause to be registered, exchanged or transferred, as the case may be, as hereinbefore provided, and under such reasonable regulations as it may prescribe, any of the Trust Certificates. The Trustee shall also maintain an agency in the Borough of Manhattan, in the City and State of New York, where the Trust Certificates and dividend warrants may be presented for payment.

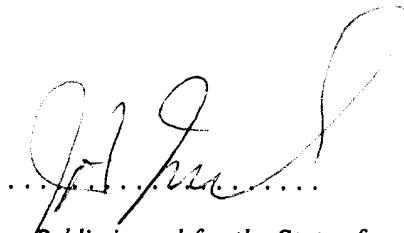
SECTION 4. The Trustee shall not be required to undertake any act or duty in the way of taking care of or taking possession of the Trust Equipment or to undertake any other act or duty under this Agreement or the Lease until indemnified to its satisfaction by the Company or by one or more holders of the Trust Certificates against all liability and expenses. No duty of insurance or of repair or protection of any of the Trust Equipment is incumbent upon the Trustee,

STATE OF MINNESOTA, { ss.
COUNTY OF HENNEPIN. }

I, . . . **J. A. QUALE** . . . , a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements, and hereditaments in said County, DO HEREBY CERTIFY that on the 2nd day of April . . . , 1971, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within J. W. SCANLAN and D. R. CADWALLADER, to me personally known and known to me to be the individuals described in and the identical persons who subscribed their names to and who executed the within and foregoing instrument in writing in my presence as parties of the first part thereto and in the presence of the two witnesses whose names are thereunto subscribed as such, and said J. W. SCANLAN and D. R. CADWALLADER severally duly acknowledged to me in the presence of said witnesses that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed for the consideration, objects, uses and purposes therein stated and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Hennepin, State of Minnesota, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)



*Notary Public in and for the State of
Minnesota, County of Hennepin.*

My Commission expires

J. A. QUALE, Minneapolis, Minn.
Notary Public, Hennepin County, Minn.
My Commission Expires Jan. 20, 1976.

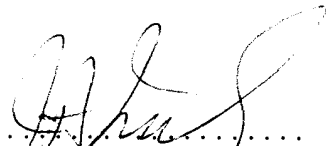
STATE OF MINNESOTA, }
COUNTY OF HENNEPIN. } ss.

I, **J. A. QUALE**, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 24th day of April, 1971, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named **F. B. KRAUSE** and **K. L. GRAVE**, each to me personally known and known to me to be, respectively, a Vice-President and a Trust Officer of First National Bank of Minneapolis, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Trust Officer, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said **F. B. KRAUSE** and **K. L. GRAVE**, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said **F. B. KRAUSE** resides in MINNEAPOLIS in the State of Minnesota, and that said **K. L. GRAVE** resides in SPRING in the State of Minnesota, that said **F. B. KRAUSE** is a Vice-President and said **K. L. GRAVE** is a Trust Officer of First National Bank of Minneapolis, the corporation described in and which executed the within and foregoing instrument in writing; that they, said **F. B. KRAUSE** Vice-President and **K. L. GRAVE** Trust Officer, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as Vice-President and Trust Officer in behalf of said corporation by like

order and authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Hennepin, State of Minnesota, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)



*Notary Public in and for the State of
 Minnesota, Country of Hennepin.*
My Commission expires.
J. A. QUALE, Minneapolis, Minn.
Notary Public, Hennepin County, Minn.
My Commission Expires Jan. 20, 1978.

STATE OF MINNESOTA, }
COUNTY OF HENNEPIN, } ss.

I, **Edwin G. Watts**, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on this ~~1st~~ day of **April**, 1971, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named **Leonard H. Murray** and **Thomas M. Beckley**, each to me personally known and known to me to be respectively President and the Secretary of Soo Line Railroad Company, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such President and Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said **Leonard H. Murray** and **Thomas M. Beckley**, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said **Leonard H. Murray** resides in **Edina** in the State of Minnesota, and that said **Thomas M. Beckley** resides in **Minneapolis**, in the State of Minnesota; that said **Leonard H. Murray** is President and said **Thomas M. Beckley** is the Secretary of Soo Line Railroad Company, the corporation described in and which executed the within and foregoing instrument in writing; that they, said **Leonard H. Murray**, President, and **Thomas M. Beckley**, Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as

the trust in such form as the Company shall reasonably request, and the Company shall execute all such writings recognizing the transfer of title as aforesaid and all such instruments of further assurance or otherwise as may be reasonably requested by the successor Trustee or substituted successor Trustee in the premises, and shall do and perform any and all acts necessary to establish and maintain the title and rights of the successor Trustee or substituted successor Trustee in and to the Trust Equipment. Every successor Trustee or substituted successor Trustee shall be a bank or a trust company having corporate power to act as trustee hereunder organized under the laws of the United States of America or the State of Minnesota, doing business in the City of Minneapolis, State of Minnesota, and having a capital and surplus aggregating at least Five Million Dollars (\$5,000,000), if there be such bank or trust company willing and able to accept the trust upon reasonable and customary terms.

Any corporation resulting from any merger or consolidation to which the Trustee or its corporate successor shall be a party, or any corporation shown to the satisfaction of the Company to have succeeded in any manner to the business of the Trustee as a whole or substantially as a whole, provided in either event such corporation shall be one having corporate power to act as trustee hereunder organized under the laws of the United States of America or the State of Minnesota, doing business in the City of Minneapolis, State of Minnesota, and having a capital and surplus aggregating at least Five Million Dollars (\$5,000,000), shall be the successor Trustee under this Agreement and the Lease without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

All of the provisions of this Section relating to retirement of the Trustee, appointment of a successor Trustee by the Company, by the Trustee, or by the holders of Trust Certificates, and succession (whether by appointment or otherwise) and qualification of a successor Trustee, shall apply to any future Trustee in like manner as to the party of the second part.

ARTICLE VI

No recourse under any obligation, covenant or provision of this

Agreement or of the Lease, or of the guaranty of the Company respecting any Trust Certificate or dividend warrant issued hereunder, shall be had against any stockholder, officer or director of the Company, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that this Agreement, the Lease and said guaranty are solely corporate obligations, and that no personal liability whatever shall attach to or be incurred by the stockholders, officers or directors of the Company, or any of them, under or by reason of any of the obligations, covenants or agreements contained in this Agreement or in the Lease or in the guaranty of the Company respecting any of the Trust Certificates or dividend warrants issued hereunder, or implied therefrom or from any present or future law relative thereto, and that any and all personal liability, either at common law or in equity, or by statute or constitution, of every such stockholder, officer or director is hereby expressly waived as a condition of and consideration for the execution of this Agreement and of the Lease and the issue of such Trust Certificates and dividend warrants.

ARTICLE VII

Any request or other instrument provided by this Agreement or the Lease to be signed or executed by holders of Trust Certificates may be in any number of concurrent instruments of similar tenor, and may be executed by such holders in person, or by an agent or attorney appointed by an instrument in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such agent or attorney, or of the holding by any person of Trust Certificates, shall be sufficient for any purpose of this Agreement or the Lease and shall be conclusive in favor of the Trustee with regard to any action taken by the Trustee under such request or other instrument, and may be relied upon by the Trustee for any purpose of this Agreement or the Lease, if made in the following manner:

- (a) The fact and date of the execution by any person of any such request or of any other instrument in writing may be proved
 - (i) by the certificate of any notary public or of any other officer

authorized to take acknowledgments of deeds to be recorded in the state where the acknowledgment may be taken, certifying that the person signing such request or other instrument acknowledged to him the execution thereof, or (ii) by the affidavit of a witness to such execution;

(b) The amount of unregistered Trust Certificates held by any person executing any such request or other instrument as a holder of Trust Certificates, and the numbers of the Trust Certificates held by such person and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, bankers or other depositary, wheresoever situated, if deemed satisfactory by the Trustee, showing that at the date therein mentioned such person had on deposit with or exhibited to such depositary the unregistered Trust Certificates numbered and described in such certificate. The Trustee may presume the continuance of any such holding unless and until it shall receive proof satisfactory to it to the contrary; and

(c) The ownership of bearer Trust Certificates registered as to par value and of fully registered Trust Certificates shall be proved only by the registration books of the Trustee.

ARTICLE VIII

At the termination of the Lease to the Company, any moneys and securities derived from this Agreement or the Lease remaining in the hands of the Trustee, after paying the par value of and any dividends upon the Trust Certificates, and the expenses and liabilities of the Trustee, including its reasonable compensation and counsel fees, shall be paid or delivered to the Company.

ARTICLE IX

Nothing in this Agreement or in the Lease expressed or implied is intended or shall be construed to confer upon, or to give to, any person, firm or corporation other than the parties hereto and their successors and the holders of the Trust Certificates and dividend warrants any right, remedy or claim under or by reason of this Agreement, or of any term, covenant or condition thereof, and all of the terms, covenants, conditions, promises and undertakings of this

Agreement and the Lease shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns and of the holders of the Trust Certificates and dividend warrants.

ARTICLE X

The term "Trustee" as used herein and in the Lease shall be held and construed to mean and include First National Bank of Minneapolis, and, unless otherwise indicated by the context, any successor Trustee or substituted successor Trustee appointed pursuant to the provisions of Section 10 of Article V hereof, and the word "Company" shall be held and construed to mean and include Soo Line Railroad Company, its successors and assigns; and the word "holder" shall include the plural as well as the singular number and, unless otherwise indicated by the context, shall mean and include the bearer of any unregistered Trust Certificate and of any dividend warrant and the registered holder of any registered Trust Certificate. The liabilities of the Trustee wherever referred to herein or in the Lease shall be held and construed to mean all liabilities incurred by the Trustee arising out of or connected with this Agreement or the Lease or the ownership or use of any of the Trust Equipment other than those liabilities resulting from its own negligence or wilful default. The term "Trust Equipment," wherever used herein or in the Lease, unless otherwise indicated by the context, is intended to include all railroad equipment at any time covered by the Lease or any supplemental lease or this Agreement or required or intend so to be.

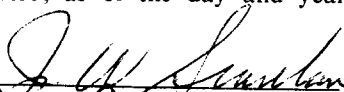
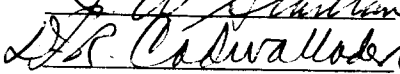
Whenever under the provisions hereof or of the Lease it is necessary or proper for any notice or demand to be given to or made upon the Company, or the Trustee, or if at any time it is desired to give any such notice or make any such demand, such notice or demand may be given or made by depositing a written statement thereof, securely enclosed in a postpaid wrapper, for transmission by registered United States mail, directed to the Company at Soo Line Building, Minneapolis, Minnesota 55440, or to such other address as the Company at any time shall designate by written notice to the Trustee, or directed to First National Bank of Minneapolis, Corporate Trust Division, 120 South Sixth Street, Minneapolis, Minnesota 55440, or to such other address as the Trustee at any time shall designate by written notice to the Company, and an affidavit by any

person representing or acting on behalf of the Trustee or of the Company, respectively, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such notice or the making of such demand.

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

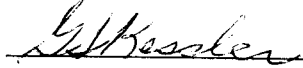

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Vendors have hereunto set their hands and seals and the Trustee and the Company have caused their respective corporate names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.


J. W. Scanlan (L.S.)

D. R. Cadwallader (L.S.)

Signed, sealed and delivered by
J. W. SCANLAN and
D. R. CADWALLADER

in the presence of:


G. B. Kessler

D. M. McPherson

FIRST NATIONAL BANK OF
MINNEAPOLIS

By *J. B. Prace*
Vice President

Attest: *A. L. Lane*
Trust Officer

(Corporate Seal)

Signed, sealed and delivered by
FIRST NATIONAL BANK OF
MINNEAPOLIS

in the presence of:
E. H. Kessler
Emil M. Peterson

SOO LINE RAILROAD
COMPANY,

By *Louise H. Munay*
President

Attest: *Rosa Buckley*
Secretary
(Corporate Seal)

Signed, sealed and delivered by
SOO LINE RAILROAD COM-
PANY

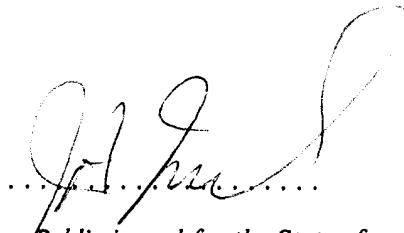
in the presence of:
Robert H. Helmy
Constance C. Felth

STATE OF MINNESOTA, { ss.
COUNTY OF HENNEPIN. }

I, . . . **J. A. QUALE** . . . , a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements, and hereditaments in said County, DO HEREBY CERTIFY that on the 2nd day of April . . . , 1971, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within J. W. SCANLAN and D. R. CADWALLADER, to me personally known and known to me to be the individuals described in and the identical persons who subscribed their names to and who executed the within and foregoing instrument in writing in my presence as parties of the first part thereto and in the presence of the two witnesses whose names are thereunto subscribed as such, and said J. W. SCANLAN and D. R. CADWALLADER severally duly acknowledged to me in the presence of said witnesses that they signed, sealed, executed and delivered said instrument as their free and voluntary act and deed for the consideration, objects, uses and purposes therein stated and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Hennepin, State of Minnesota, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)



*Notary Public in and for the State of
Minnesota, County of Hennepin.*

My Commission expires

J. A. QUALE, Minneapolis, Minn.
Notary Public, Hennepin County, Minn.
My Commission Expires Jan. 20, 1976.

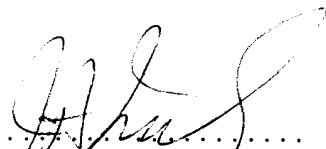
STATE OF MINNESOTA, }
COUNTY OF HENNEPIN. } ss.

I, **J. A. QUALE**, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on the 24th day of April, 1971, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named **F. B. KRAUSE** and **K. L. GRAVE**, each to me personally known and known to me to be, respectively, a Vice-President and a Trust Officer of First National Bank of Minneapolis, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Trust Officer, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said **F. B. KRAUSE** and **K. L. GRAVE**, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said **F. B. KRAUSE** resides in MINNEAPOLIS in the State of Minnesota, and that said **K. L. GRAVE** resides in SPRING in the State of Minnesota, that said **F. B. KRAUSE** is a Vice-President and said **K. L. GRAVE** is a Trust Officer of First National Bank of Minneapolis, the corporation described in and which executed the within and foregoing instrument in writing; that they, said **F. B. KRAUSE** Vice-President and **K. L. GRAVE** Trust Officer, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as Vice-President and Trust Officer in behalf of said corporation by like

order and authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Hennepin, State of Minnesota, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)



*Notary Public in and for the State of
 Minnesota, Country of Hennepin.*
My Commission expires.
J. A. QUALE, Minneapolis, Minn.
Notary Public, Hennepin County, Minn.
My Commission Expires Jan. 20, 1978.

STATE OF MINNESOTA, }
COUNTY OF HENNEPIN, } ss.

I, **Edwin G. Watts**, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements and hereditaments in said County, DO HEREBY CERTIFY that on this ~~1st~~ day of **April**, 1971, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named **Leonard H. Murray** and **Thomas M. Beckley**, each to me personally known and known to me to be respectively President and the Secretary of Soo Line Railroad Company, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such President and Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said **Leonard H. Murray** and **Thomas M. Beckley**, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said **Leonard H. Murray** resides in **Edina** in the State of Minnesota, and that said **Thomas M. Beckley** resides in **Minneapolis**, in the State of Minnesota; that said **Leonard H. Murray** is President and said **Thomas M. Beckley** is the Secretary of Soo Line Railroad Company, the corporation described in and which executed the within and foregoing instrument in writing; that they, said **Leonard H. Murray**, President, and **Thomas M. Beckley**, Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as

President and Secretary in behalf of said corporation by like authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Hennepin, State of Minnesota, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)

Edwin G. Watts
.....

Edwin G. Watts

*Notary Public in and for the State of
Minnesota, County of Hennepin.*

My Commission expires. Oct. 10, 1973.

LEASE OF RAILROAD EQUIPMENT, dated as of April 1, 1971, between FIRST NATIONAL BANK OF MINNEAPOLIS, a national banking association duly incorporated and existing under the laws of the United States of America, Trustee as hereinafter mentioned (hereinafter called the "Trustee"), party of the first part, and SOO LINE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota (hereinafter called the "Company"), party of the second part:

WHEREAS, by a certain agreement dated as of April 1, 1971, by and between J. W. SCANLAN and D. R. CADWALLADER, Vendors, said FIRST NATIONAL BANK OF MINNEAPOLIS, as Trustee, and said SOO LINE RAILROAD COMPANY (hereinafter sometimes called "Agreement"), a counterpart original whereof is hereto prefixed and made a part hereof, there was constituted the "Soo Line Railroad Equipment Trust of 1971," under which the railroad equipment which said Vendors have agreed to transfer or cause to be transferred to the Trustee thereunder is to be leased by the Trustee to the Company; and

WHEREAS, pursuant to the provisions of said Agreement the railroad equipment hereinafter described has been or will be transferred to the Trustee thereunder, and the title to said railroad equipment vested in the Trustee;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That the Trustee (acting in pursuance of said Agreement), for and in consideration of the sum of one Dollar (\$1.00) to it in hand paid by the Company at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, and of the rents and covenants hereinafter mentioned to be paid, kept and performed by the Company, has let and leased, and does hereby let and lease, to the Company all the following railroad equipment of the Soo Line Railroad Equipment Trust of 1971, to-wit:

<i>No. of Units</i>	<i>Description of Equipment</i>	<i>Name of Builder</i>
100	50'6" 70-ton single sheathed box cars with 10 ft. plug doors, end-of-car cushioning devices and roller bearings. Soo Line road numbers 18240-18438, both inclusive, even numbers only. Estimated cost \$16,000 each.	Soo Line Railroad Company
100	50' 70-ton insulated box cars with movable bulkheads and roller bearings, without side fillers. Soo Line road numbers 178518 to 178716, both inclusive, even numbers only. Estimated cost \$21,500 each.	Soo Line Railroad Company
20	50' 70-ton insulated box cars with movable bulkheads and roller bearings and with side fillers. Soo Line road numbers 178718-178756, both inclusive even numbers only. Estimated cost \$22,500 each.	Soo Line Railroad Company
50	52'6" 100-ton high side gondola cars with steel floors and roller bearings. Soo Line road numbers 63001-63099, both inclusive, odd numbers only. Estimated cost \$13,917 each.	Thrall Car Manufacturing Company
50	45'0" 100-ton open top triple hopper cars with roller bearings. Soo Line road numbers 60731-60829, both inclusive, odd numbers only. Estimated cost \$14,063 each.	The Darby Corporation
10	52'6" 90-ton covered gondola cars with steel floors, adjustable cross bars and roller bearings. Soo Line road numbers 68457-68475, both inclusive, odd numbers only. Estimated cost \$21,025 each.	Thrall Car Manufacturing Company
7	3000 HP Model SD 40 Diesel-electric locomotives. Soo Line road numbers 750-756, both inclusive. Estimated cost \$283,506 each.	General Motors Corporation (Electro- Motive Division)

together with such additional railroad equipment as may be acquired for said trust and subjected to this Lease as hereinafter provided (hereinafter collectively called the "Trust Equipment").

The cost of the railroad equipment above specifically described, when completed, is estimated by the Company to be approximately \$7,793,792.

In case the actual cost of said equipment specifically described above shall not amount to at least \$7,793,792, then, in accordance with the provisions of said Agreement, in addition to that equipment,

there is to be acquired by said Vendors other new standard-gauge rolling stock (other than work or passenger equipment) of substantially as good material and construction, and approved as to character by the Company, of such cost that the aggregate cost of all the Trust Equipment will be at least \$7,793,792, and such additional equipment shall be subjected to this Lease, in accordance with the provisions of Section 5 of Article I of said Agreement; and the Trustee shall execute to the Company a supplemental lease thereof, describing the same, upon and subject to the terms and conditions hereof and of said Agreement and such additional equipment shall be part of the Trust Equipment, subject to all the terms and conditions hereof and of said Agreement in all respects as though it had been part of the original Trust Equipment herein described.

As and when any of the Trust Equipment shall from time to time be transferred and delivered to the Trustee under said Agreement and marked in accordance with the provisions of Article Third hereof, the same shall be delivered by the Trustee to the Company at the same point or points of delivery provided for in Section 1 of Article I of said Agreement and shall upon such delivery to the Company, *ipso facto* and without further deed of lease or transfer, pass under and become subject to all the terms and provisions of this Lease, and be deemed a portion of the Trust Equipment leased by the Trustee to the Company hereunder in all respects as if the same had been so delivered simultaneously with the execution and delivery hereof.

And the Company, in consideration of the premises, by these presents covenants and agrees with the Trustee:

ARTICLE FIRST

The company hereby accepts (subject to the conditions mentioned in said Agreement) this Lease of all the Trust Equipment, and hereby covenants and agrees to accept delivery and possession hereunder of the Trust Equipment as hereinbefore provided; and the Company covenants and agrees to pay to the Trustee (except as in this Article First otherwise provided) or its assigns rent hereunder which shall be sufficient to pay and discharge the following items, when and as the same shall become due and payable (whether or not any of such items shall become due and payable prior to the delivery under this

ARTICLE THIRD

At or before delivery to the Company of each unit of the Trust Equipment, there shall be plainly, distinctly, permanently and conspicuously placed and fastened upon each side of each thereof a metal plate bearing the following words, with appropriate changes thereof or additions thereto as from time to time may be required by law in order to protect the interest of the Trustee, or such words shall be otherwise plainly, distinctly, permanently, and conspicuously marked on each side thereof, in either case, in letters not less than one inch in height:

"SOO LINE RAILROAD EQUIPMENT TRUST OF 1971.
FIRST NATIONAL BANK OF MINNEAPOLIS, TRUSTEE,
OWNER, LESSOR."

Such plates or marks shall be such as to be readily visible and as to indicate plainly the Trustee's ownership of said equipment. In case, during the continuance of this Lease, any of such plates or marks shall at any time be removed, defaced or destroyed, the Company shall immediately cause the same to be restored or replaced.

The Company shall not change, or permit to be changed, the serial numbers of any of the Trust Equipment at any time covered by this Lease (nor any serial numbers which may be substituted as herein provided), except in accordance with a statement of new serial numbers to be substituted therefor, which shall previously have been filed with the Trustee by the Company and consented to by the Trustee and recorded or filed in each public office where this instrument shall have been recorded or filed.

The Company will not allow the names of any persons, associations or corporations to be placed on any of the Trust Equipment as a designation which might be interpreted as a claim of ownership by the Company or anyone other than the Trustee; provided, however, that the Company may cause the said equipment to be lettered "Soo Line Railroad", "Soo Line" or "Soo", or in some other appropriate manner for convenience of identification of the leasehold interest of the Company therein.

ARTICLE FOURTH

The Company covenants and agrees to furnish to the Trustee, whenever required by the Trustee, and at least once in every year during the continuance of this Lease, an accurate statement, signed by its President or a Vice President, of the amount, description and serial numbers of the Trust Equipment then covered hereby showing (1) the Trust Equipment then in actual service, (2) any that may have been worn out, or that may have become unfit for use, or lost or destroyed by accident or otherwise, or released, and the replacements thereof, and (3) any then undergoing heavy repairs, or then withdrawn from use for heavy repairs. Together with said statement the Company shall also furnish to the Trustee a statement signed by the Company's President or a Vice President stating that in the case of all of the Trust Equipment repaired or repainted during the preceding year the plates or marks required by Article Third hereof have been preserved thereon. And the Trustee shall have the right, by its agents, but shall be under no duty, to inspect the Trust Equipment once in every year during the continuance of this Lease.

The Company covenants and agrees to indemnify and protect the Trustee against all claims arising out of or connected with the ownership or use of any of the Trust Equipment, and particularly against any and all claims arising out of the use of any patented inventions in and about the Trust Equipment, and to comply in all respects with the laws of the United States of America and of all the States in which the Trust Equipment, or any thereof, may be operated, and with all lawful acts, rules, regulations and orders of the Interstate Commerce Commission and of all other commissions, boards and other legislative, executive or judicial bodies or officers having power to regulate or supervise any of the Trust Equipment, including without limitation all lawful acts, rules, regulations and orders of any body having competent jurisdiction relating to automatic coupler devices or attachments, air brakes or other appliances; provided, however, that the Company may in good faith contest the validity of any such act, rule, regulation or order or the application thereof to the Trust Equipment or any part thereof, in any reasonable manner which will not, in the judgment of the Trustee, materially endanger the rights or interests of the Trustee or of the holders of the Trust

Certificates. The Company shall not be relieved from any of its obligations under this Lease by reason of the assertion or enforcement of any such claims or the commencement or prosecution of any litigation in respect thereof.

ARTICLE FIFTH

The Company, so long as it shall not be in default under this Lease, shall be entitled to the possession of the Trust Equipment and the use thereof upon the lines of railroad owned or operated by it either alone or jointly with another and whether under lease or otherwise, or upon the lines of railroad owned or operated by any railroad company controlled by or controlling the Company, or over which the Company or any such railroad company has trackage rights, and shall also be entitled to the use of any cars included in the Trust Equipment upon connecting and other railroads in the usual interchange of traffic, from and after the delivery of the Trust Equipment by the Trustee to the Company, but only upon and subject to all the terms and conditions of this Lease.

The Company covenants to file or record and to re-file or re-record this Lease and said Agreement and any supplemental lease provided for herein or in said Agreement, as provided in Section 4 of Article III of said Agreement.

The Company shall not assign or transfer this Lease, or transfer or sublet (except to some company all of whose capital stock is owned by the Company, of which written notice shall be given promptly to the Trustee) the Trust Equipment or any part thereof, without the written consent of the Trustee first had and obtained; and the Company shall not, without such written consent, except as hereinbefore provided, part with the possession of, or suffer or allow to pass out of its possession or control, any of the Trust Equipment. A transfer or assignment to a railroad company which shall acquire all or substantially all the lines of railroad of the Company and which shall assume and agree to perform each and all the obligations and covenants of the Company hereunder and under said Agreement and under the guaranty provided for in said Agreement, of which written notice shall be given promptly to the Trustee, shall not be

ARTICLE THIRD

At or before delivery to the Company of each unit of the Trust Equipment, there shall be plainly, distinctly, permanently and conspicuously placed and fastened upon each side of each thereof a metal plate bearing the following words, with appropriate changes thereof or additions thereto as from time to time may be required by law in order to protect the interest of the Trustee, or such words shall be otherwise plainly, distinctly, permanently, and conspicuously marked on each side thereof, in either case, in letters not less than one inch in height:

"SOO LINE RAILROAD EQUIPMENT TRUST OF 1971.
FIRST NATIONAL BANK OF MINNEAPOLIS, TRUSTEE,
OWNER, LESSOR."

Such plates or marks shall be such as to be readily visible and as to indicate plainly the Trustee's ownership of said equipment. In case, during the continuance of this Lease, any of such plates or marks shall at any time be removed, defaced or destroyed, the Company shall immediately cause the same to be restored or replaced.

The Company shall not change, or permit to be changed, the serial numbers of any of the Trust Equipment at any time covered by this Lease (nor any serial numbers which may be substituted as herein provided), except in accordance with a statement of new serial numbers to be substituted therefor, which shall previously have been filed with the Trustee by the Company and consented to by the Trustee and recorded or filed in each public office where this instrument shall have been recorded or filed.

The Company will not allow the names of any persons, associations or corporations to be placed on any of the Trust Equipment as a designation which might be interpreted as a claim of ownership by the Company or anyone other than the Trustee; provided, however, that the Company may cause the said equipment to be lettered "Soo Line Railroad", "Soo Line" or "Soo", or in some other appropriate manner for convenience of identification of the leasehold interest of the Company therein.

ARTICLE FOURTH

The Company covenants and agrees to furnish to the Trustee, whenever required by the Trustee, and at least once in every year during the continuance of this Lease, an accurate statement, signed by its President or a Vice President, of the amount, description and serial numbers of the Trust Equipment then covered hereby showing (1) the Trust Equipment then in actual service, (2) any that may have been worn out, or that may have become unfit for use, or lost or destroyed by accident or otherwise, or released, and the replacements thereof, and (3) any then undergoing heavy repairs, or then withdrawn from use for heavy repairs. Together with said statement the Company shall also furnish to the Trustee a statement signed by the Company's President or a Vice President stating that in the case of all of the Trust Equipment repaired or repainted during the preceding year the plates or marks required by Article Third hereof have been preserved thereon. And the Trustee shall have the right, by its agents, but shall be under no duty, to inspect the Trust Equipment once in every year during the continuance of this Lease.

The Company covenants and agrees to indemnify and protect the Trustee against all claims arising out of or connected with the ownership or use of any of the Trust Equipment, and particularly against any and all claims arising out of the use of any patented inventions in and about the Trust Equipment, and to comply in all respects with the laws of the United States of America and of all the States in which the Trust Equipment, or any thereof, may be operated, and with all lawful acts, rules, regulations and orders of the Interstate Commerce Commission and of all other commissions, boards and other legislative, executive or judicial bodies or officers having power to regulate or supervise any of the Trust Equipment, including without limitation all lawful acts, rules, regulations and orders of any body having competent jurisdiction relating to automatic coupler devices or attachments, air brakes or other appliances; provided, however, that the Company may in good faith contest the validity of any such act, rule, regulation or order or the application thereof to the Trust Equipment or any part thereof, in any reasonable manner which will not, in the judgment of the Trustee, materially endanger the rights or interests of the Trustee or of the holders of the Trust

Certificates. The Company shall not be relieved from any of its obligations under this Lease by reason of the assertion or enforcement of any such claims or the commencement or prosecution of any litigation in respect thereof.

ARTICLE FIFTH

The Company, so long as it shall not be in default under this Lease, shall be entitled to the possession of the Trust Equipment and the use thereof upon the lines of railroad owned or operated by it either alone or jointly with another and whether under lease or otherwise, or upon the lines of railroad owned or operated by any railroad company controlled by or controlling the Company, or over which the Company or any such railroad company has trackage rights, and shall also be entitled to the use of any cars included in the Trust Equipment upon connecting and other railroads in the usual interchange of traffic, from and after the delivery of the Trust Equipment by the Trustee to the Company, but only upon and subject to all the terms and conditions of this Lease.

The Company covenants to file or record and to re-file or re-record this Lease and said Agreement and any supplemental lease provided for herein or in said Agreement, as provided in Section 4 of Article III of said Agreement.

The Company shall not assign or transfer this Lease, or transfer or sublet (except to some company all of whose capital stock is owned by the Company, of which written notice shall be given promptly to the Trustee) the Trust Equipment or any part thereof, without the written consent of the Trustee first had and obtained; and the Company shall not, without such written consent, except as hereinbefore provided, part with the possession of, or suffer or allow to pass out of its possession or control, any of the Trust Equipment. A transfer or assignment to a railroad company which shall acquire all or substantially all the lines of railroad of the Company and which shall assume and agree to perform each and all the obligations and covenants of the Company hereunder and under said Agreement and under the guaranty provided for in said Agreement, of which written notice shall be given promptly to the Trustee, shall not be

deemed a breach of this covenant, but the appointment of a receiver or receivers or trustee or trustees in bankruptcy for the Company, or its property, or the filing of a petition under the Bankruptcy Act shall be deemed an unauthorized assignment by the Company of its rights and interests in the Trust Equipment and shall be deemed a breach of this covenant. The discharge of any such receiver or receivers or trustee or trustees or the withdrawal of any such petition and the termination of proceedings thereon with leave of Court shall be deemed a cancellation of such assignment by agreement of all parties having any interest therein for purposes of Article Sixth hereof. The Trustee shall have the right to declare this Lease terminated in case of any unauthorized assignment or transfer of this Lease or of any unauthorized transfer or sublease of the Trust Equipment if within thirty (30) days after the Trustee shall have demanded in writing cancellation of such unauthorized assignment, transfer or sublease and the recovery of possession of the Trust Equipment subject thereto, the Company, as provided in subparagraph (2) of Article Sixth hereof, shall fail or refuse to comply with such demand or make the specified cash deposit in lieu thereof. The election of the Trustee so to terminate this Lease shall have the same effect as the retaking of the Trust Equipment by the Trustee as hereinafter provided.

ARTICLE SIXTH

In case the Company

(1) shall make default in the payment of any part of said rent for more than thirty (30) days after same shall become due and payable, or

(2) shall make or suffer any unauthorized assignment or transfer of its rights or interest in the Trust Equipment or any thereof or any unauthorized transfer or sublease of, or, except as herein authorized, part with the possession of, the Trust Equipment or any thereof, and shall fail or refuse either to cause such assignment or transfer or sublease to be cancelled by agreement of all parties having any interest therein and recover possession of such Trust Equipment within thirty (30) days after the Trustee shall

for the use of the Company, state the selling price thereof and specify the original cost and the fair value thereof at the time of such request. The proceeds of such sale or sales of any such units of Trust Equipment shall, pending replacement of such Trust Equipment, be deposited with or paid to the Trustee in trust for the benefit of the holders of the Trust Certificates; and any moneys so deposited shall be held and applied as hereinafter provided in this Article. The rights and remedies of the Trustee to enforce or to recover any of the rental payments shall not be affected by reason of any such sale and release. No sale of any unit of Trust Equipment under this paragraph shall be made for less than the fair value of said unit at the time of the actual sale unless the Company shall also have deposited with the Trustee the difference between the price actually received by the Trustee and such fair value.

Any moneys paid to the Trustee as provided in the first or third paragraph of this Article shall, upon the written request of the Company, signed by the President or a Vice President of the Company, be applied by the Trustee to the purchase of such new standard-gauge rolling stock (other than work or passenger equipment) of value at least equal to the fair value of the equipment replaced, and of substantially as good material and construction, as shall be specified in writing by the Company. Any moneys deposited with or paid to the Trustee under this Article may, pending replacement of Trust Equipment, be invested by the Trustee on the terms and conditions provided in Section 6 of Article I of said Agreement.

The title to all rolling stock procured for replacement shall be taken in the name of the Trustee, free from liens and encumbrances; and such rolling stock shall be marked in accordance with the provisions of Article Third hereof. At the time of every such replacement the Company shall deliver to the Trustee a certificate or certificates of the President or a Vice President of the Company stating the fair value of the Trust Equipment released, worn out, unfit for use, lost, or destroyed and the cost and market value of the new equipment (and such certificate or certificates shall be full and complete protection to the Trustee), together with a bill or bills of sale to the Trustee, an opinion of counsel (who may be counsel for the Company) satisfactory to the Trustee and a certificate as to delivery, in like

manner as is provided in Section 5 of Article I of said Agreement. Thereupon the Trustee shall execute to the Company a supplemental lease of such new equipment, describing the same, and such new equipment shall be deemed part of the Trust Equipment, subject to all the terms and conditions hereof and of said Agreement as though it had been part of the original Trust Equipment.

For all purposes under this Article the fair value of any unit of Trust Equipment to be replaced shall be considered to be the cost thereof, determined as herein provided, less depreciation at the rate of five per cent (5%) per annum of said cost, calculated for the period between the date of delivery of such Trust Equipment to the agent of the Trustee and the date as of which the fair value is to be determined.

A certificate signed by the President or a Vice President of the Company, setting forth the facts necessary to be known by the Trustee before taking action under this Article and that the method employed in arriving at the fair value of any equipment was that provided for in this Article, may be received by the Trustee as conclusive evidence of the statements therein contained. The Trustee shall incur no liability or responsibility whatever by reason of any action taken or suffered in reliance on any such certificate.

ARTICLE EIGHTH

This Lease may be simultaneously executed in several counterparts each of which so executed shall be deemed to be an original.

ARTICLE NINTH

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of said Agreement, and the Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

FIRST NATIONAL BANK OF
MINNEAPOLIS, as Trustee,

By *W.B. French*
Vice President

Attest: *A.L. Grane*
Trust Officer

(Corporate Seal)

Signed, sealed and delivered by
FIRST NATIONAL BANK OF
MINNEAPOLIS
in the presence of :

E.H. Kessler
W.M. Phoenix

SOO LINE RAILROAD
COMPANY,

By *Leonard H. Mumary*
President

Attest: *Donald B. Buehler*
Secretary

(Corporate Seal)

Signed, sealed and delivered by
SOO LINE RAILROAD COMPANY
in the presence of:

Robert H. Gehring
Constance O. Felth

STATE OF MINNESOTA, }
COUNTY OF HENNEPIN. } ss.

I, **J. A. QUALE**, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements, and hereditaments in said County, DO HEREBY CERTIFY that on the ^{2nd} day of April, 1971, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named **F. B. KRAUSE** and **K. L. GRAVE**, to me personally known and known to me to be, respectively, a Vice-President and a Trust Officer of First National Bank of Minneapolis, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Trust Officer, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said **F. B. KRAUSE** and **K. L. GRAVE**, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said **F. B. KRAUSE** resides in MINNEAPOLIS in the State of Minnesota, and that said **K. L. GRAVE** resides in SPRING in the State of Minnesota; that said **F. B. KRAUSE** is a Vice-President, and said **K. L. GRAVE** is a Trust Officer of First National Bank of Minneapolis, the corporation described in and which executed the within and foregoing instrument in writing; that they, said **F. B. KRAUSE**, Vice-President and **K. L. GRAVE**, Trust Officer, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is said corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the for-

for the use of the Company, state the selling price thereof and specify the original cost and the fair value thereof at the time of such request. The proceeds of such sale or sales of any such units of Trust Equipment shall, pending replacement of such Trust Equipment, be deposited with or paid to the Trustee in trust for the benefit of the holders of the Trust Certificates; and any moneys so deposited shall be held and applied as hereinafter provided in this Article. The rights and remedies of the Trustee to enforce or to recover any of the rental payments shall not be affected by reason of any such sale and release. No sale of any unit of Trust Equipment under this paragraph shall be made for less than the fair value of said unit at the time of the actual sale unless the Company shall also have deposited with the Trustee the difference between the price actually received by the Trustee and such fair value.

Any moneys paid to the Trustee as provided in the first or third paragraph of this Article shall, upon the written request of the Company, signed by the President or a Vice President of the Company, be applied by the Trustee to the purchase of such new standard-gauge rolling stock (other than work or passenger equipment) of value at least equal to the fair value of the equipment replaced, and of substantially as good material and construction, as shall be specified in writing by the Company. Any moneys deposited with or paid to the Trustee under this Article may, pending replacement of Trust Equipment, be invested by the Trustee on the terms and conditions provided in Section 6 of Article I of said Agreement.

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manner as is provided in Section 5 of Article I of said Agreement. Thereupon the Trustee shall execute to the Company a supplemental lease of such new equipment, describing the same, and such new equipment shall be deemed part of the Trust Equipment, subject to all the terms and conditions hereof and of said Agreement as though it had been part of the original Trust Equipment.

For all purposes under this Article the fair value of any unit of Trust Equipment to be replaced shall be considered to be the cost thereof, determined as herein provided, less depreciation at the rate of five per cent (5%) per annum of said cost, calculated for the period between the date of delivery of such Trust Equipment to the agent of the Trustee and the date as of which the fair value is to be determined.

A certificate signed by the President or a Vice President of the Company, setting forth the facts necessary to be known by the Trustee before taking action under this Article and that the method employed in arriving at the fair value of any equipment was that provided for in this Article, may be received by the Trustee as conclusive evidence of the statements therein contained. The Trustee shall incur no liability or responsibility whatever by reason of any action taken or suffered in reliance on any such certificate.

ARTICLE EIGHTH

This Lease may be simultaneously executed in several counterparts each of which so executed shall be deemed to be an original.

ARTICLE NINTH

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of said Agreement, and the Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

FIRST NATIONAL BANK OF
MINNEAPOLIS, as Trustee,

By *W.B. French*
Vice President

Attest: *A.L. Grane*
Trust Officer

(Corporate Seal)

Signed, sealed and delivered by
FIRST NATIONAL BANK OF
MINNEAPOLIS
in the presence of :

E.H. Kessler
W.M. Phoenix

SOO LINE RAILROAD
COMPANY,

By *Leonard H. Mumary*
President

Attest: *Donald B. Bueh*
Secretary

(Corporate Seal)

Signed, sealed and delivered by
SOO LINE RAILROAD COMPANY
in the presence of:

Robert H. Gehrig
Constance O. Felth

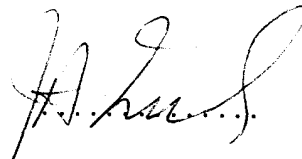
STATE OF MINNESOTA, }
COUNTY OF HENNEPIN. } ss.

I, **J. A. QUALE**, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements, and hereditaments in said County, DO HEREBY CERTIFY that on the ^{2nd} day of *April*, 1971, personally appeared before me within said County and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named **F. B. KRAUSE** and **K. L. GRAVE**, to me personally known and known to me to be, respectively, a Vice-President and a Trust Officer of First National Bank of Minneapolis, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such Vice-President and Trust Officer, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said **F. B. KRAUSE** and **K. L. GRAVE**, being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said **F. B. KRAUSE** resides in *MINNEAPOLIS* in the State of Minnesota, and that said **K. L. GRAVE** resides in *SPRING* in the State of Minnesota; that said **F. B. KRAUSE** is a Vice-President, and said **K. L. GRAVE** is a Trust Officer of First National Bank of Minneapolis, the corporation described in and which executed the within and foregoing instrument in writing; that they, said **F. B. KRAUSE**, Vice-President and **K. L. GRAVE**, Trust Officer, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is said corporate seal; that it was so affixed thereto by order and authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the for-

egoing instrument in their respective capacities as Vice-President and Trust Officer in behalf of said corporation by like order and authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Hennepin, State of Minnesota, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)



*Notary Public in and for the State of
Minnesota, County of Hennepin.*

My Commission expires.

J. A. QUALE, Minneapolis, Minn.
Notary Public, Hennepin County, Minn.
My Commission Expires Jan. 23, 1916.

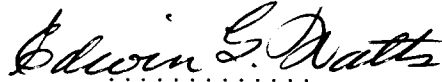
STATE OF MINNESOTA, } ss.
COUNTY OF HENNEPIN. }

I, Edwin G. Watts, a Notary Public in and for the State and County aforesaid, residing therein, duly commissioned, sworn and qualified as such, and duly authorized to take and certify acknowledgments and proofs of deeds and conveyances of lands, tenements, and hereditaments in said County, DO HEREBY CERTIFY that on the ~~1st~~ April day of, 1971, personally appeared before me within said County, and in the presence of the two witnesses whose names are subscribed as such to the within and foregoing instrument, the within named Leonard H. Murray and Thomas M. Beckley, to me personally known and known to me to be, respectively
. . . President and the Secretary of Soo Line Railroad Company, the corporation described in and which executed the within and foregoing instrument in writing, and known to me to be the identical persons who subscribed their names to and who executed said instrument as such President and Secretary, respectively, in my presence and in the presence of the two witnesses whose names are thereunto subscribed as such, and said Leonard H. Murray and Thomas M. Beckley being by me severally duly sworn, did on oath, each for himself and not one for the other, severally depose and say and acknowledge in the presence of said witnesses that said Leonard H. Murray resides in Edina, in the State of Minnesota and that said Thomas M. Beckley resides in Minneapolis, in the State of Minnesota; that said Leonard H. Murray is President and said Thomas M. Beckley is the Secretary of Soo Line Railroad Company, the corporation described in and which executed the within and foregoing instrument in writing; that they, said Leonard H. Murray President, and Thomas M. Beckley Secretary, know the corporate seal of said corporation; that the seal affixed to said instrument as the seal of said corporation is such corporate seal; that it was so affixed thereto by authority of the Board of Directors of said corporation; that they and each of them signed their names to, and executed, the foregoing instrument in their respective capacities as President

and Secretary in behalf of said corporation by like authority; that they signed, sealed with the corporate seal, executed and delivered said instrument as their own free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, objects, uses and purposes therein stated and set forth; and that they severally duly acknowledged said instrument to be the free and voluntary act and deed of said corporation and that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, subscribed my name and affixed my official seal as such Notary Public in said County of Hennepin, State of Minnesota, this the day and year in this my certificate first above written.

(NOTARIAL SEAL)



Edwin G. Watts

*Notary Public in and for the State of
Minnesota, County of Hennepin.
My Commission expires . Oct. 10, 1973.*